

Fueman, J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 01/07/2014

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MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

Defendants.

**JUDGMENT PURSUANT TO
FEDERAL RULE OF CIVIL
PROCEDURE 68**

13 Civ. 2941 (JMF) (KNF)

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_____

WHEREAS, plaintiffs Maurosol Felix, Francisco Zapata, Danilo Melendez, Angel Sanchez, and Abraham Collins commenced this action by filing a complaint on or about May 2, 2013, and thereafter, on May 30, 2013, filed an amended complaint along with additional plaintiff Anthony Fearon, alleging that defendants violated their federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell served plaintiffs with Offers of Judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure on November 8, 2013, and served plaintiffs Melendez, Collins, Sanchez, and Fearon with revised Rule 68 Offers of Judgment on November 15, 2013; and

WHEREAS, on November 21, 2013, plaintiffs Felix and Zapata accepted the Offers of Judgment and plaintiffs Melendez, Collins, Sanchez, and Fearon accepted the revised Offers of Judgment;

NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiffs will take judgment against defendant City of New York in this action for the amounts set forth below, plus reasonable attorneys' fees, expenses, and costs for plaintiffs' federal claims accrued as of November 8, 2013.

- a. For plaintiff Danilo Melendez, the sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars;
- b. For plaintiff Angel Sanchez, the sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars;
- c. For plaintiff Anthony Fearon, the sum of Seventeen Thousand Five Hundred and One (\$17,501.00) Dollars;
- d. For plaintiff Abraham Collins, the sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars;
- e. For plaintiff Francisco Zapata, the sum of Fifty Thousand and One (\$50,001.00) Dollars;
- f. For plaintiff Maurosol Felix, the sum of Fifty Thousand and One (\$50,001.00) Dollars;

2. This judgment shall be in full satisfaction of all federal and state law claims or rights plaintiffs may have to damages, or any other form of relief, from or against defendants, or any official or employee, either past or present, of the City of New York, or agency thereof, arising out of the events alleged in the Complaint in this action.

3. This judgment shall not be construed to be an admission of liability by any defendant, official, employee, representative, or agent, past or present, of the City of New York, or agency thereof.

4. Acceptance of the Rule 68 Offer of Judgment acts to release and discharge all defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiffs arising out of the facts and circumstances that are the subject of this action.


5. Plaintiffs agree the payment of the amounts set forth above in paragraph number "1", subsections "a" through "f", within ninety (90) days of the date of acceptance of the Offers shall be a reasonable time for such payment.

6. Acceptance of the Offers of Judgment operated to waive plaintiffs' right to any claim for interest on the amount of the judgment.

7. Annexed hereto as Exhibit "A" are defendants' Rule 68 Offers of Judgment made to plaintiffs Felix and Zapata, and revised Offers of Judgment made to plaintiffs Melendez, Sanchez, Collins, and Fearon.

8. Annexed hereto as Exhibit "B" are plaintiffs' written acceptances of the Rule 68 Offers of Judgment and revised Offers of Judgment.

Dated: New York, New York
December 18, 2013


HONORABLE JESSE M. FURMAN
UNITED STATES DISTRICT JUDGE

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON _____

1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell hereby offer to allow plaintiff Maurosol Felix to take a judgment against the City of New York in this action for the total sum of Fifty Thousand and One (\$50,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff Maurosol Felix's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Maurosol Felix may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 22, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Maurosol Felix arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Maurosol Felix's rights to any claim for interest on the amount of the judgment.

Plaintiff Maurosol Felix agrees that payment of Fifty Thousand and One (\$50,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Maurosol Felix is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Maurosol Felix agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Maurosol Felix further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 8, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Patrick Beath

Assistant Corporation Counsel

To: VIA HAND DELIVERY
Katherine Rosenfeld, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

To: VIA HAND DELIVERY
Sam Shapiro, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell hereby offer to allow plaintiff Francisco Zapata to take a judgment against the City of New York in this action for the total sum of Fifty Thousand and One (\$50,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff Francisco Zapata's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Francisco Zapata may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 22, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Francisco Zapata arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Francisco Zapata's rights to any claim for interest on the amount of the judgment.

Plaintiff Francisco Zapata agrees that payment of Fifty Thousand and One (\$50,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Francisco Zapata is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Francisco Zapata agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Francisco Zapata further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 8, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Patrick Beath
Assistant Corporation Counsel

To: VIA HAND DELIVERY
Katherine Rosenfeld, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

To: VIA HAND DELIVERY
Sam Shapiro, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Danilo Melendez to take a judgment against the City of New York in this action for the total sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Danilo Melendez's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Danilo Melendez may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Danilo Melendez arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Danilo Melendez's rights to any claim for interest on the amount of the judgment.

Plaintiff Danilo Melendez agrees that payment of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Danilo Melendez is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Danilo Melendez agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Danilo Melendez further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Beath, Patrick
Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Abraham Collins to take a judgment against the City of New York in this action for the total sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Abraham Collins' federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Abraham Collins may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Abraham Collins arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Abraham Collins' rights to any claim for interest on the amount of the judgment.

Plaintiff Abraham Collins agrees that payment of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Abraham Collins is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Abraham Collins agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Abraham Collins further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Beath, Patrick
Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

RULE 68
OFFER OF JUDGMENT

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Angel Sanchez to take a judgment against the City of New York in this action for the total sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Angel Sanchez's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Angel Sanchez may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Angel Sanchez arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Angel Sanchez's rights to any claim for interest on the amount of the judgment.

Plaintiff Angel Sanchez agrees that payment of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Angel Sanchez is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Angel Sanchez agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Angel Sanchez further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Beath, Patrick

Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Anthony Fearon to take a judgment against the City of New York in this action for the total sum of Seventeen Thousand Five Hundred and One (\$17,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Anthony Fearon's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Anthony Fearon may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Anthony Fearon arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Anthony Fearon's rights to any claim for interest on the amount of the judgment.

Plaintiff Anthony Fearon agrees that payment of Seventeen Thousand Five Hundred and One (\$17,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Anthony Fearon is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Anthony Fearon agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Anthony Fearon further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By


Beath, Patrick

Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAUROSOL FELIX; DANILO MELENDEZ;
ABRAHAM COLLINS; FRANCISCO ZAPATA;
ANGEL SANCHEZ; and ANTHONY FEARON,

Plaintiffs,

-against-

CITY OF NEW YORK; RAYMOND W. KELLY,
Commissioner of the New York City Police
Department ("NYPD"); NYPD Deputy Inspector
RUSSELL J. GREEN; NYPD Deputy Inspector
JOHN HART; NYPD Captain MARC BUSELL;
NYPD Officer CINTRON, Shield # 17999; NYPD
Officer EDWIN JEREZ, Shield # 9352; NYPD
Officer GUAGLIARDI; NYPD Officer MALVI
MONCION, Shield # 12778; NYPD Sergeant
DANIA CASTRO; NYPD Officer KEVIN M.
MARTIN, Shield # 24921; NYPD Officer
PRIMITIVO MONTANEZ, Tax # 939058; NYPD
Officer ANDRY DUARTE, Shield # 7302; NYPD
Officer BRIAN J. FLYNN, Shield # 2084; NYPD
Officer STEVEN LANCIA, Shield # 8781;
RICHARD ROES # 1-10; and JOHN/JANE DOES
1-5,

Defendants.

No. 13 Civ. 2947 (JMF)(KNF)

**PLAINTIFF DANILO
MELENDEZ'S ACCEPTANCE
OF RULE 68 OFFER OF
JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Danilo Melendez, by his attorneys, Emery Celli Brinckerhoff & Abady LLP and The Bronx Defenders, hereby accepts the Offer of Judgment from defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell, dated November 15, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

Dated: November 21, 2013
New York, New York

EMERY CELLI BRINCKERHOFF
& ABADY LLP

75 Rockefeller Plaza, 20th Floor
New York, New York 10019
(212) 763-5000 (t)
(212) 763-5000 (f)

By: 

Samuel Shapiro
Katherine Rosenfeld

THE BRONX DEFENDERS

Scott D. Levy
360 East 161st Street
Bronx, NY 10451
(718) 838-7878 (t)
(718) 508-3547 (f)

Attorneys for Plaintiffs

TO: Rachel Seligman Weiss, Esq. *(by FedEx & Email)*
Patrick Beath, Esq. *(by FedEx & Email)*
100 Church Street
New York, NY 10007

Attorneys for Defendants City, Kelly, Green, Hart, and Busell

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Danilo Melendez to take a judgment against the City of New York in this action for the total sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Danilo Melendez's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Danilo Melendez may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Danilo Melendez arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Danilo Melendez's rights to any claim for interest on the amount of the judgment.

Plaintiff Danilo Melendez agrees that payment of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Danilo Melendez is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Danilo Melendez agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Danilo Melendez further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Beath, Patrick
Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAUROSOL FELIX; DANILO MELENDEZ;
ABRAHAM COLLINS; FRANCISCO ZAPATA;
ANGEL SANCHEZ; and ANTHONY FEARON,

Plaintiffs,

-against-

CITY OF NEW YORK; RAYMOND W. KELLY,
Commissioner of the New York City Police
Department ("NYPD"); NYPD Deputy Inspector
RUSSELL J. GREEN; NYPD Deputy Inspector
JOHN HART; NYPD Captain MARC BUSELL;
NYPD Officer CINTRON, Shield # 17999; NYPD
Officer EDWIN JEREZ, Shield # 9352; NYPD
Officer GUAGLIARDI; NYPD Officer MALVI
MONCION, Shield # 12778; NYPD Sergeant
DANIA CASTRO; NYPD Officer KEVIN M.
MARTIN, Shield # 24921; NYPD Officer
PRIMITIVO MONTANEZ, Tax # 939058; NYPD
Officer ANDRY DUARTE, Shield # 7302; NYPD
Officer BRIAN J. FLYNN, Shield # 2084; NYPD
Officer STEVEN LANCIA, Shield # 8781;
RICHARD ROES # 1-10; and JOHN/JANE DOES
1-5,

Defendants.

No. 13 Civ. 2947 (JMF)(KNF)

**PLAINTIFF ANGEL
SANCHEZ'S ACCEPTANCE OF
RULE 68 OFFER OF
JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Angel Sanchez, by his attorneys, Emery Celli Brinckerhoff & Abady LLP and The Bronx Defenders, hereby accepts the Offer of Judgment from defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell, dated November 15, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

Dated: November 21, 2013
New York, New York

EMERY CELLI BRINCKERHOFF
& ABADY LLP

75 Rockefeller Plaza, 20th Floor
New York, New York 10019
(212) 763-5000 (t)
(212) 763-5000 (f)

By:



Samuel Shapiro

Katherine Rosenfeld

THE BRONX DEFENDERS

Scott D. Levy
360 East 161st Street
Bronx, NY 10451
(718) 838-7878 (t)
(718) 508-3547 (f)

Attorneys for Plaintiffs

TO: Rachel Seligman Weiss, Esq. (*by FedEx & Email*)
Patrick Beath, Esq. (*by FedEx & Email*)
100 Church Street
New York, NY 10007

Attorneys for Defendants City, Kelly, Green, Hart, and Busell

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

RULE 68
OFFER OF JUDGMENT

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Angel Sanchez to take a judgment against the City of New York in this action for the total sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Angel Sanchez's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Angel Sanchez may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Angel Sanchez arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Angel Sanchez's rights to any claim for interest on the amount of the judgment.

Plaintiff Angel Sanchez agrees that payment of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Angel Sanchez is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Angel Sanchez agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Angel Sanchez further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Beath, Patrick

Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAUROSOL FELIX; DANILO MELENDEZ;
ABRAHAM COLLINS; FRANCISCO ZAPATA;
ANGEL SANCHEZ; and ANTHONY FEARON,

Plaintiffs,

-against-

CITY OF NEW YORK; RAYMOND W. KELLY,
Commissioner of the New York City Police
Department ("NYPD"); NYPD Deputy Inspector
RUSSELL J. GREEN; NYPD Deputy Inspector
JOHN HART; NYPD Captain MARC BUSELL;
NYPD Officer CINTRON, Shield # 17999; NYPD
Officer EDWIN JEREZ, Shield # 9352; NYPD
Officer GUAGLIARDI; NYPD Officer MALVI
MONCION, Shield # 12778; NYPD Sergeant
DANIA CASTRO; NYPD Officer KEVIN M.
MARTIN, Shield # 24921; NYPD Officer
PRIMITIVO MONTANEZ, Tax # 939058; NYPD
Officer ANDRY DUARTE, Shield # 7302; NYPD
Officer BRIAN J. FLYNN, Shield # 2084; NYPD
Officer STEVEN LANCIA, Shield # 8781;
RICHARD ROES # 1-10; and JOHN/JANE DOES
1-5,

Defendants.

No. 13 Civ. 2947 (JMF)(KNF)

**PLAINTIFF MAUROSOL
FELIX'S ACCEPTANCE OF
RULE 68 OFFER OF
JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Maurosol Felix, by his attorneys, Emery Celli Brinckerhoff & Abady LLP and The Bronx Defenders, hereby accepts the Offer of Judgment from defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell, dated November 8, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

Dated: November 21, 2013
New York, New York

EMERY CELLI BRINCKERHOFF
& ABADY LLP

75 Rockefeller Plaza, 20th Floor
New York, New York 10019
(212) 763-5000 (t)
(212) 763-5000 (f)

By: 

Samuel Shapiro

Katherine Rosenfeld

THE BRONX DEFENDERS

Scott D. Levy
360 East 161st Street
Bronx, NY 10451
(718) 838-7878 (t)
(718) 508-3547 (f)

Attorneys for Plaintiffs

TO: Rachel Seligman Weiss, Esq. *(by FedEx & Email)*
Patrick Beath, Esq. *(by FedEx & Email)*
100 Church Street
New York, NY 10007

Attorneys for Defendants City, Kelly, Green, Hart, and Busell

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell hereby offer to allow plaintiff Maurosol Felix to take a judgment against the City of New York in this action for the total sum of Fifty Thousand and One (\$50,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff Maurosol Felix's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Maurosol Felix may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 22, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Maurosol Felix arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Maurosol Felix's rights to any claim for interest on the amount of the judgment.

Plaintiff Maurosol Felix agrees that payment of Fifty Thousand and One (\$50,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Maurosol Felix is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

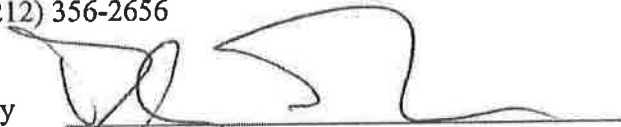
By acceptance of this Rule 68 Offer of Judgment, plaintiff Maurosol Felix agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Maurosol Felix further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 8, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Patrick Beath

Assistant Corporation Counsel

To: VIA HAND DELIVERY
Katherine Rosenfeld, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

To: VIA HAND DELIVERY
Sam Shapiro, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAUROSOL FELIX; DANILO MELENDEZ;
ABRAHAM COLLINS; FRANCISCO ZAPATA;
ANGEL SANCHEZ; and ANTHONY FEARON,

Plaintiffs,

-against-

CITY OF NEW YORK; RAYMOND W. KELLY,
Commissioner of the New York City Police
Department ("NYPD"); NYPD Deputy Inspector
RUSSELL J. GREEN; NYPD Deputy Inspector
JOHN HART; NYPD Captain MARC BUSELL;
NYPD Officer CINTRON, Shield # 17999; NYPD
Officer EDWIN JEREZ, Shield # 9352; NYPD
Officer GUAGLIARDI; NYPD Officer MALVI
MONCION, Shield # 12778; NYPD Sergeant
DANIA CASTRO; NYPD Officer KEVIN M.
MARTIN, Shield # 24921; NYPD Officer
PRIMITIVO MONTANEZ, Tax # 939058; NYPD
Officer ANDRY DUARTE, Shield # 7302; NYPD
Officer BRIAN J. FLYNN, Shield # 2084; NYPD
Officer STEVEN LANCIA, Shield # 8781;
RICHARD ROES # 1-10; and JOHN/JANE DOES
1-5,

Defendants.

No. 13 Civ. 2947 (JMF)(KNF)

**PLAINTIFF FRANCISCO
ZAPATA'S ACCEPTANCE OF
RULE 68 OFFER OF
JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Francisco Zapata, by his attorneys, Emery Celli Brinckerhoff & Abady LLP and The Bronx Defenders, hereby accepts the Offer of Judgment from defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell, dated November 8, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

Dated: November 21, 2013
New York, New York

EMERY CELLI BRINCKERHOFF
& ABADY LLP

75 Rockefeller Plaza, 20th Floor
New York, New York 10019
(212) 763-5000 (t)
(212) 763-5000 (f)

By: 

Samuel Shapiro
Katherine Rosenfeld

THE BRONX DEFENDERS

Scott D. Levy
360 East 161st Street
Bronx, NY 10451
(718) 838-7878 (t)
(718) 508-3547 (f)

Attorneys for Plaintiffs

TO: Rachel Seligman Weiss, Esq. *(by FedEx & Email)*
Patrick Beath, Esq. *(by FedEx & Email)*
100 Church Street
New York, NY 10007

Attorneys for Defendants City, Kelly, Green, Hart, and Busell

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell hereby offer to allow plaintiff Francisco Zapata to take a judgment against the City of New York in this action for the total sum of Fifty Thousand and One (\$50,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff Francisco Zapata's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Francisco Zapata may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 22, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Francisco Zapata arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Francisco Zapata's rights to any claim for interest on the amount of the judgment.

Plaintiff Francisco Zapata agrees that payment of Fifty Thousand and One (\$50,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Francisco Zapata is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Francisco Zapata agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Francisco Zapata further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 8, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Patrick Beath
Assistant Corporation Counsel

To: VIA HAND DELIVERY
Katherine Rosenfeld, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

To: VIA HAND DELIVERY
Sam Shapiro, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAUROSOL FELIX; DANILO MELENDEZ;
ABRAHAM COLLINS; FRANCISCO ZAPATA;
ANGEL SANCHEZ; and ANTHONY FEARON,

Plaintiffs,

-against-

CITY OF NEW YORK; RAYMOND W. KELLY,
Commissioner of the New York City Police
Department ("NYPD"); NYPD Deputy Inspector
RUSSELL J. GREEN; NYPD Deputy Inspector
JOHN HART; NYPD Captain MARC BUSELL;
NYPD Officer CINTRON, Shield # 17999; NYPD
Officer EDWIN JEREZ, Shield # 9352; NYPD
Officer GUAGLIARDI; NYPD Officer MALVI
MONCION, Shield # 12778; NYPD Sergeant
DANIA CASTRO; NYPD Officer KEVIN M.
MARTIN, Shield # 24921; NYPD Officer
PRIMITIVO MONTANEZ, Tax # 939058; NYPD
Officer ANDRY DUARTE, Shield # 7302; NYPD
Officer BRIAN J. FLYNN, Shield # 2084; NYPD
Officer STEVEN LANCIA, Shield # 8781;
RICHARD ROES # 1-10; and JOHN/JANE DOES
1-5,

Defendants.

No. 13 Civ. 2947 (JMF)(KNF)

**PLAINTIFF ABRAHAM
COLLINS' ACCEPTANCE OF
RULE 68 OFFER OF
JUDGMENT**

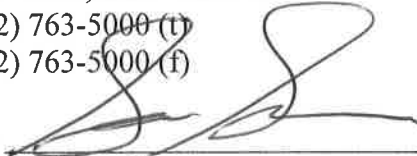
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Abraham Collins, by his attorneys, Emery Celli Brinckerhoff & Abady LLP and The Bronx Defenders, hereby accepts the Offer of Judgment from defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell, dated November 15, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

Dated: November 21, 2013
New York, New York

EMERY CELLI BRINCKERHOFF
& ABADY LLP

75 Rockefeller Plaza, 20th Floor
New York, New York 10019
(212) 763-5000 (t)
(212) 763-5000 (f)

By:



Samuel Shapiro
Katherine Rosenfeld

THE BRONX DEFENDERS

Scott D. Levy
360 East 161st Street
Bronx, NY 10451
(718) 838-7878 (t)
(718) 508-3547 (f)

Attorneys for Plaintiffs

TO: Rachel Seligman Weiss, Esq. (*by FedEx & Email*)
Patrick Beath, Esq. (*by FedEx & Email*)
100 Church Street
New York, NY 10007

Attorneys for Defendants City, Kelly, Green, Hart, and Busell

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

----- X
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Abraham Collins to take a judgment against the City of New York in this action for the total sum of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Abraham Collins' federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Abraham Collins may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Abraham Collins arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Abraham Collins' rights to any claim for interest on the amount of the judgment.

Plaintiff Abraham Collins agrees that payment of Twelve Thousand Five Hundred and One (\$12,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Abraham Collins is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Abraham Collins agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Abraham Collins further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By



Beath, Patrick
Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAUROSOL FELIX; DANILO MELENDEZ;
ABRAHAM COLLINS; FRANCISCO ZAPATA;
ANGEL SANCHEZ; and ANTHONY FEARON,

Plaintiffs,

-against-

CITY OF NEW YORK; RAYMOND W. KELLY,
Commissioner of the New York City Police
Department ("NYPD"); NYPD Deputy Inspector
RUSSELL J. GREEN; NYPD Deputy Inspector
JOHN HART; NYPD Captain MARC BUSELL;
NYPD Officer CINTRON, Shield # 17999; NYPD
Officer EDWIN JEREZ, Shield # 9352; NYPD
Officer GUAGLIARDI; NYPD Officer MALVI
MONCION, Shield # 12778; NYPD Sergeant
DANIA CASTRO; NYPD Officer KEVIN M.
MARTIN, Shield # 24921; NYPD Officer
PRIMITIVO MONTANEZ, Tax # 939058; NYPD
Officer ANDRY DUARTE, Shield # 7302; NYPD
Officer BRIAN J. FLYNN, Shield # 2084; NYPD
Officer STEVEN LANCIA, Shield # 8781;
RICHARD ROES # 1-10; and JOHN/JANE DOES
1-5,

Defendants.

No. 13 Civ. 2947 (JMF)(KNF)

**PLAINTIFF ANTHONY
FEARON'S ACCEPTANCE OF
RULE 68 OFFER OF
JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Anthony Fearon, by his attorneys, Emery Celli Brinckerhoff & Abady LLP and The Bronx Defenders, hereby accepts the Offer of Judgment from defendants City of New York, Raymond Kelly, Russell Green, John Hart, and Marc Busell, dated November 15, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

Dated: November 21, 2013
New York, New York

EMERY CELLI BRINCKERHOFF
& ABADY LLP

75 Rockefeller Plaza, 20th Floor
New York, New York 10019
(212) 763-5000 (t)
(212) 763-5000 (f)

By:



Samuel Shapiro
Katherine Rosenfeld

THE BRONX DEFENDERS

Scott D. Levy
360 East 161st Street
Bronx, NY 10451
(718) 838-7878 (t)
(718) 508-3547 (f)

Attorneys for Plaintiffs

TO: Rachel Seligman Weiss, Esq. *(by FedEx & Email)*
Patrick Beath, Esq. *(by FedEx & Email)*
100 Church Street
New York, NY 10007

Attorneys for Defendants City, Kelly, Green, Hart, and Busell

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAUROSOL FELIX, ET AL.,

Plaintiffs,

-against-

CITY OF NEW YORK, ET AL.,

**RULE 68
OFFER OF JUDGMENT**

Defendants. 13 Civ. 2941 (JMF) (KNF)

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Anthony Fearon to take a judgment against the City of New York in this action for the total sum of Seventeen Thousand Five Hundred and One (\$17,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs accrued up to and including November 8, 2013 for plaintiff Anthony Fearon's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Anthony Fearon may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including November 29, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Anthony Fearon arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Anthony Fearon's rights to any claim for interest on the amount of the judgment.

Plaintiff Anthony Fearon agrees that payment of Seventeen Thousand Five Hundred and One (\$17,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Anthony Fearon is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Anthony Fearon agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Anthony Fearon further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
November 15, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Kelly, Green, Hart,
and Busell*
100 Church Street, Room 3-208
New York, New York 10007
(212) 356-2656

By


Beath, Patrick

Assistant Corporation Counsel

To: VIA EMAIL
Katherine Rosenfeld, Esq.
Attorney for Plaintiffs
krosenfeld@ecbalaw.com

To: VIA EMAIL
Sam Shapiro, Esq.
Attorney for Plaintiffs
sshapiro@ecbalaw.com

To: VIA EMAIL
Scott Levy, Esq.
Attorney for Plaintiffs
scottl@bronxdefenders.org